

Southeast Polk CSD

AFSCME Council 61 (Mixed)

7/1/2005 6/30/2009

**Agreement Between  
The Southeast Polk  
Community School  
District**

**And The  
American Federation of  
State, County, and  
Municipal Employees,  
AFL-CIO  
Local 2023**

**2005-2009**

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## **P R E A M B L E**

THIS AGREEMENT is entered into this \_\_\_\_ day of \_\_\_\_\_, 19 \_\_, by and between the Southeast Polk School District, R. R. 2, Runnells, Iowa, hereinafter referred to as the "Employer," and the American Federation of State, County, and Municipal Employees, AFL-CIO, hereinafter referred to as the "Union." Said Agreement represents the complete and final agreement on all items negotiated between the Employer and the Union. Throughout this Agreement, wherever the word Act appears, this refers to the Iowa Public Employment Relations Act, identified as Senate File 531, which was signed into law on April 23, 1974.

## **Article 1 Recognition**

The Employer hereby recognizes the Union as the sole and exclusive bargaining representative for all regular contracted full time Employees of the Southeast Polk Community School District which includes maintenance, mechanics, warehouse, food service (including contracted part-time), non-confidential secretaries, library clerk, clerical, teacher aide, electricians, bus drivers and custodial (including contracted part-time).

Benefits for teacher aides will become effective July 1, 1990.

Benefits for all Employees are to be based on one (1) individual permanent classification.

Excluded are all other District Employees including confidential secretaries, supervisory, professional, academic, and all other Employees excluded by Section 4 of the Act.

Reference is made to the Iowa Public Employment Relations Board, Order of Certification Case No. 814, dated January 21, 1977.

## **Article 2**

### **Savings**

In the event that any provision of this Agreement shall become void or illegal during the term of the Agreement, such provision shall become inoperative, but all other provisions of the Agreement shall remain in full force and effect for the duration of this Agreement.

The Employer and Union shall, within thirty (30) days, enter into negotiations in an attempt to replace any provision(s) declared unlawful.

### **Article 3 Seniority**

**A. Seniority**

Seniority means an Employee's length of continuous service with the Employer since their last date of hire. Seniority shall be computed on a job classification basis and is determined by the number of months actually worked in each employment year. While on an approved unpaid leave of absence, seniority will be frozen and will not accumulate. When an Employee is transferred out of the bargaining unit, seniority will be frozen as of the transfer date. Said frozen seniority shall remain in effect for a period of one (1) year from said transfer date and after said year, shall be lost.

**B. Probation**

A new Employee shall serve a probationary period of six (6) months. Upon completion of the probationary period, the Employee shall be put on a seniority list and the employee's seniority shall be determined from the employee's last date of hire. An Employee has the right to grieve as provided in the Grievance Procedure Article, except for discipline and discharge.

**C. Posting**

By October 15, the Employer shall post on designated bulletin boards a list showing the employees' seniority. The list will be organized by job classification.

**D. Laid Off Employees**

Employees on layoff shall notify the Superintendent or designated representative of their availability for recall and must keep their addresses known to the Employer. Any change of address must be in writing.

Should a laid off Employee return to work within the applicable time period, seniority will continue to be earned from date of return.

**E. Employees shall lose their seniority and the employment relationship shall be broken and terminated in the following cases:**

1. Accepted employee resignation.
2. Upon discharge for cause.
3. Engaging in other work for hire while on leave of absence.
4. Absent three (3) consecutive days without Employer approval.
5. Failure to return after a granted leave of absence or renewal thereof.
6. Failure to return to work after fourteen (14) days notice from the Employer sent to the Employee's last known address by registered or certified mail.

Article 3 - continued

7. If an Employee has six (6) months to one (1) year of service at the time of layoff, the Employer is obligated to recall said Employee only in the number of months equal to the Employee's length of service at the time of layoff. If the Employee has one (1) or more years of service at the time of layoff, said Employee has recall rights for a one (1) year period.
8. In obtaining a leave of absence by misrepresentation of the reason(s) on the leave of absence request.
9. Employee retires.



## **Article 4**

### **Transfer Procedure**

#### **A. Definition**

Transfer shall mean movement of any Employee to another job classification, shift, or location with the District. The sole determination of whether an opening or vacancy of a job classification exists shall be made by the Employer. A temporary transfer will not be made for more than a thirty (30) work day period unless the vacancy is a result of an employee being on an approved leave of absence. Said time period may be extended upon mutual agreement between Employer and Local Union President.

#### **B. Vacancies**

When the Employer determines there is a permanent vacancy, notice of such vacancy will be posted in each building. The job vacancy notice will include a brief description of said vacancy which would include location, job classification, and hours of work. Within five (5) working days from the date of the posting of said notice, any Employee desiring to apply for the vacancy shall do so by filing a written statement with the Director of Classified Personnel. The Employer shall be the sole judge of each applicant's qualifications for the vacancy and shall select the Employee to fill said vacancy. When two (2) or more applicants have equal qualifications, the applicant with the most seniority within the applicable job classifications shall be given priority. In the event an Employee had bid on a vacancy and was not the successful bidder, reason(s) for the denial will be given in writing to the Employee.

The Employer may hire from outside the present Employees. Before hiring from the outside to fill a job classification vacancy, the Employee(s) that has submitted a written request for said vacancy will be considered.

Employees transferring into a job classification shall receive the transfer rate (base rate minus \$.50 Differential) for a period of three months. The transfer rate does not apply to transfers within the following job classification families:

- a. Day Custodian/Maintenance, Night Custodian/Maintenance and Hourly Custodian.
- b. Teacher Aide and Health Aide.
- c. Library Clerk and Secretary.

#### **Summer Vacancy**

For job classification vacancies that occur during the summer months when school is not in session, said vacancies will be posted at the District central office and the high school office as they occur.

For positions becoming vacant during the summer, any employee may file with the Director of Classified Personnel a letter requesting consideration should a position open. The letter must be filed by June 1 of the appropriate year and contain the following information:

1. Assignment(s) desired,
2. Summer address, and
3. Phone number.

Those indicating an interest in a certain vacancy will be notified by telephone or by the receipt of a vacancy list sent to the summer address by the Employer. Whenever an employee is notified that a vacancy exists, the local Union President will be notified in writing.

## **Article 5**

### **Staff Reduction Procedures**

In the event a reduction in force occurs, probationary Employees in the job classification shall be laid off first. When the remaining Employees within the affected job classification have qualifications that are equal, as determined by the Employer, the Employee in the job classification with the least seniority shall be first to be laid off. In the event that the least senior Employee is not laid off, written reason(s) for such shall be furnished to the Employee laid off and the local Union President. In the event a permanent reduction occurs, Employees will be given twenty-one (21) calendar days notice. Teacher aides who are assigned to work with individual students are exempt from the twenty-one (21) calendar day notification clause.

Any Employee laid off as a result of staff reduction will have his/her fringe benefits frozen at the time of layoff. While on layoff, no fringe benefits will be earned or paid for by the Employer. Upon return to work from recall, benefits will again continue to accumulate.

On recall from layoff, Employees will be returned to work in the reverse order in which they were laid off within their previous job classification before any new Employee is hired in the affected job classification.

## **Article 6**

### **Hours of Work and Overtime**

The purpose of this Article is to define the hours of work and shall not be construed as a guarantee of hours of work per day or days of work per week or year. Determination of the work schedule and assignment of work shall be made by the Employer and may be changed by the Employer at any time. In the event of a permanent change in an Employee's work schedule, it is the intent of the Employer to give fourteen (14) calendar days advance notice in writing to the Employee and the Local Union President.

#### **Normal Hours of Work**

The normal hours of work each day, with the exception of Bus Drivers, shall be consecutive unless circumstances dictate otherwise, as determined by the Employer. The lunch period will consist of thirty (30) minutes and will not be paid. For the following job classifications, normal hours will usually be as follows, and the number of hours shall not include the unpaid lunch periods.

#### **Food Service**

Up to six and one-half (6 1/2) hours per day for the day that lunches are served to students, with additional day(s) as assigned by the Employer. In the event that an Employee is required to work in excess of the normal hours, the Employee shall be paid his/her normal hourly rate, and if such rate is not available, the Employee shall have the option of declining the work.

#### **Bus Drivers**

Work hours per day as assigned by the Employer.

#### **Custodial**

Twelve (12) month day shift - eight (8) hours per day.

Twelve (12) month night shift - eight (8) hours per day.

Twelve (12) month hourly Employees - assigned to work up to eight (8) hours per day.

#### **Maintenance**

Twelve (12) month – eight (8) hours per day.

Part-time Employees who work up to seven and one-half (7 1/2) hours per day those days students attend classes, with additional days as assigned by the Employer.

#### **Mechanics and Warehouse**

Twelve (12) months - eight (8) hours per day.

## Article 6 - continued

### **Secretarial and Clerical**

Ten (10) month secretarial - up to seven and one-half (7 1/2) hours per day for two hundred (200) days per year as assigned by the Employer.

Nine and one-half (9 1/2) month clerical - up to seven and one-half hours per day for one hundred ninety (190) days per year as assigned by the Employer.

Twelve (12) month secretarial - up to thirty-seven and one-half (37 1/2) hours per week per contract year.

### **Teacher Aide**

Nine (9) month teacher aide - work hours per day as assigned by Employer.

### **Split Shifts**

The Employer may assign Employees to split shifts. With the exception of Bus Drivers, the Employer shall attempt to assign split shifts only during emergencies.

### **Overtime**

The need for overtime and its assignment, except in the case of Food Services, as previously referred to in this Article, shall be the Employer's decision, and performance of said overtime will be required. For the Custodial, Maintenance, and Mechanic job classifications, the Employer will distribute among the Employees within the same job classification any overtime as equally as practical. Any overtime work must have prior Employer approval.

For regular full time twelve (12) month contracted Employees, overtime shall be paid for at the rate of time and one-half (1 1/2) the Employee's straight time hourly rate for hours worked in excess of forty (40) hours in any work week.

Compensatory time off will be used as a method of paying Employees for work performed and must be taken during the following thirty (30) day period. The Employee may request either compensatory time or pay for overtime worked.

Vacation time and paid leaves shall not count as time worked for purposes of computing overtime. Overtime shall not be paid twice for the same hours worked. Recognized paid holidays shall count as timed worked for the purposes of computing overtime.

### **Report-In Pay**

An Employee who is scheduled to report for work and who reports in for work shall be guaranteed the equivalent of one (1) hour of pay at the straight time rate.

Article 6 - continued

**Call-Back Pay**

In the event the Employer directs an Employee to return to work after completing his/her normal shift, the Employee shall be guaranteed the equivalent of two (2) hours of pay at the straight time rate for reporting to work.

**Meals**

All Food Service positions currently receiving a free meal will continue to receive such.

**Rest Periods**

If an Employee works eight (8) hours per day or more, he/she will receive a fifteen (15) minute paid rest period in the first half of the shift, and a fifteen (15) minute paid rest period in the second half of the shift, which the Employer will schedule.

If an Employee works from four (4) to six and one-half (6 1/2) hours in a shift, he/she will receive one (1) fifteen (15) minute paid rest period.

If an Employee works under four (4) hours in a shift, he/she will receive one (1) ten (10) minute paid rest period.

## **Article 7**

### **Dues Deduction**

The Employer agrees to deduct Union membership dues in 24 equal installments from the Employee's regular checks for those Employees who are members of the Union and who individually request in writing that such deductions be made, and then submit the request to the Employer. The form authorizing payroll deduction shall be designed by the Union, with the approval of the Employer, and expenses for producing and distributing the form shall be borne by the Union. Such dues deduction authorization form must be received by the Employer not later than the first of the month for deductions to become effective the first pay period of the following month.

It shall be the Union's responsibility to provide the Employer with the exact amount in dollars and cents of each Employee's dues to be deducted each pay period, and the number of months per year said deduction shall be made.

Employees may terminate dues deduction on thirty (30) days notification to the Employer and the Employer will notify the Union of such dues termination. Dues deduction will be discontinued by the Employer when the employee dies, retires, is separated from employment. If an Employee's wages available for Union dues are less than such dues, no deduction will be made.

The aggregate deductions of all employees shall be remitted with an itemized statement to the Treasurer of the Union at the beginning of the month after such deductions have been made.

The Union agrees to indemnify and hold harmless the Employer against all claims, suits and other forms of liability and all court costs arising out of the provisions of the Agreement between the parties for dues deduction. The Union agrees to refund to the Employer any amounts paid to it in error over and above that amount which was deducted from the Employee as a result of the administration of this dues deduction provision.

## **Article 8**

### **Grievance Procedure**

#### **A. Rights of Employees to Representation**

Every Employee covered by this Agreement shall have the right to present a grievance alleging a violation of an expressed provision of this Agreement in accordance with these procedures. The aggrieved Employee may be represented at all stages by him/herself. The aggrieved Employee, at his/her option, may elect to have Union representation at the appropriate Steps designated in the Grievance Procedure.

It is understood and agreed by the parties that the grievance procedure is the appropriate method of resolving grievances which may arise during the term of this Agreement. If an Employee formally files an alleged violation of the Agreement other than under the grievance procedure, then the Employer shall not be required to process the said claimed set of facts through the grievance procedures.

All meetings and hearings beyond grievance procedures Step 1 shall be conducted outside the normal work day and may include only those parties mentioned at the applicable grievance procedure step. Beyond the above mentioned Step 1, compensated time is not applicable to the grievance Steps, and arbitration.

All grievance and arbitration meetings under this Article are to be held in private and are not open to the public.

#### **B. Steps in the Grievance Procedure**

##### **Step 1. Principal or Immediate Supervisor and Designated Representative (Informal).**

The aggrieved Employee, with or without the Union Steward within the building, shall take up the grievance with his/her principal or immediate supervisor, with the objective of resolving the matter informally. The supervisor shall respond orally within five (5) working days. Failure of an Employee to act on an alleged violation of the Agreement within seven (7) working days when he/she could have been reasonably expected to have had knowledge of the occurrence of the alleged violation shall mean the grievance is waived and cannot be appealed to any higher Step in the grievance procedure. If a grievance is not timely appealed to the next higher Step, it is settled on the basis of the Employer's last answer. No monetary awards or settlements shall be made retroactive beyond the date the grievance was presented in writing (Step 1).

##### **Step 2. Assistant Superintendent and/or Designee (Formal).**

If the grievance is not settled satisfactorily at Step 1, within five (5) working days after the Employer's answer, the aggrieved Employee may file the grievance in writing with the assistant superintendent and/or his/her designated representative. The aggrieved Employee, Union representative, assistant superintendent, and/or designee shall meet to discuss the grievance.

## Article 8 - continued

The filing of the formal written grievance shall be within five (5) working days of the reply or the date the reply is due at Step 1. The written grievance shall state the nature of the grievance, shall note the specific clause or clauses in the Agreement allegedly violated, and shall state the remedy requested. The assistant superintendent shall make a decision on the grievance and communicate it in writing to the aggrieved person within seven (7) working days of the filing of the written grievance.

### **Step 3. Superintendent and/or Designee**

If the grievance is unsettled at Step 2, the aggrieved person may present the grievance to the Superintendent and/or his/her designee, within five (5) working days. The Superintendent shall meet with the appropriate Union representative (with or without the aggrieved employee) to discuss and attempt to resolve the grievance. The Superintendent shall respond, in writing, within ten (10) working days.

### **Step 4. Arbitration**

In the event the grievance is not resolved satisfactorily at Step 3, the Employer and/or the Union may, within fifteen (15) working days request arbitration, with notification to the other party. The arbitration proceeding shall be conducted by an arbitrator selected by the Union and the Employer. If they cannot agree, the Federal Mediation and Conciliation Service shall be asked to supply a list of seven (7) names. The Employer and the Union will alternately strike three (3) names at one setting within ten (10) working days from the receipt of the panel. The first party to strike shall be determined by coin toss. The remaining name shall be the arbitrator.

The decision of the arbitrator shall be final and binding on the parties. The arbitrator shall not amend, modify, nullify or add to the provision of the Agreement. His/her decision must be based solely and only upon his/her interpretation of the meaning of application of the express relevant language of the Agreement. He/she shall be asked to issue a decision within thirty (30) days after conclusion of the hearing or receipt of the post-hearing briefs.

Expenses for the arbitrator's services and expenses shall be borne equally by the Employer and the Union. However, each party shall be responsible for compensating its own representatives and witnesses, and the preparation of presentation of its case. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record and makes copies available without charge to the other party and to the arbitrator.

Harlan Municipal Utility Discipline & Discharge plus Appendix A.

The parties agree that the Employer may discipline and discharge Employees for just cause. Grievances regarding discipline and discharge shall be subject to the following procedures:



## Article 8 - continued

1. All Employee discipline (including suspension and discharge) may be processed as a grievance commencing at Step III of the discipline.
2. Discipline (including suspension and discharge) of probationary Employees may be processed only through Step III, and not through Step IV (arbitration).
3. Oral and written reprimands shall not be subject to Step IV of this procedure unless and until relied upon by the Employer in instances of more serious discipline as set forth in paragraph below.
4. The parties recognize that discipline and discharge are non-mandatory subjects of bargaining, and that inclusion of this subject in the contract is not required by Chapter 20. Therefore, the Union and the Employer agree to submit Employee grievances of discipline and discharge to arbitration if and only if each of the following conditions is met:
  - a) the Employee agrees to sign the waiver (Appendix B) and release of liability for the Union and the Employer;
  - b) the Employer and the Union agree to process the case through Step IV.

If the Employee does not agree to sign the waiver and release of liability form (Appendix A), then the Employer and Union may not and are not obligated to process the grievance to arbitration, and Section 1 Step IV (arbitration) does not apply to that grievant or his/her allegations of a contract violation.

### APPENDIX A WAIVER AND RELEASE

The grievant fully and forever releases and discharges the Utility and its directors, officers, employees, agents, trustees, administrators, consultants, contractors, and attorneys, whether past, present, or future, and all predecessors, successors, and assigns thereof from any and all claims, demands, agreements, causes of action, injunctions, and restraints of liabilities of whatever kind, whether in law, equity, or otherwise, and whether now known or unknown or which have ever existed or now exist, including but not limited to , claims, liabilities, or causes of action relating to or arising out of the grievant's recruitment, hiring, employment, or separation from employment with the Utility, such as (by way of example only) claims under the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. Å621 et. seq., Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. §§2000e et. seq., The Civil Rights Act of 1991, the Americans With Disabilities

Article 8 – continued

Act, 42 U.S.C. §§12181-12189, The Employee Retirement Income Security Act of 1974, as amended, the Iowa Civil Rights Act, as amended, Iowa Code §§216 et. seq., Iowa Code §70A.28, the Iowa Wage Payment Collection Law, Iowa Code §91A, claims under any local rule, state or federal statute, claims under common-law, claims for breach of contract, claims for any tort, claims for any wrongful discharge, or any other claims which could have been but have not been asserted.

The grievant covenants not to sue or to institute or cause to be instituted any kind of claim or action (except to enforce this agreement to arbitrate) in any federal, state, or local agency or court against the Utility and the Union arising out of or attributable to grievant's employment, or separation from employment with the Utility, or any other action or cause of action released above.

## **Article 9**

### **Impasse Procedure**

#### **A. Mediation**

In the event the Employer and Union have not reached an agreement by one hundred twenty (120) calendar days prior to the School District's budget certification date (March 15), the parties may agree upon a mediator to assist in the negotiations. Either party can request and compel mediation services. Said mediator shall be requested from either the Federal Mediation and Conciliation Service or the Iowa Public Employment Relations Board. It shall be the mediator's function to bring the parties together to effectuate a settlement of the dispute, but the mediator may not compel the parties to agree. Said mediator's expenses and service charges, if any, are to be shared equally between the parties. The mediator will make no comments or written statements to the news media or to anyone other than the negotiation committee regarding negotiations.

#### **B. Fact Finding**

After the selected mediator has served and no agreement between the parties has been reached, either party may require the services of a fact finder. If the parties mutually agree, fact finding can be bypassed. In the event the parties are unable to agree upon who the fact finder should be, the Iowa Public Employment Relations Board will be submitted a joint request to furnish a panel of five (5) approved fact finders. The moving party shall strike the first name; thereafter, each party shall alternately strike one (1) name at a time and the remaining name will be appointed to serve the negotiations. The fact finder shall make written findings of facts and recommendations to the parties and the Iowa Public Employment Relations Board on the unresolved mandatory negotiable item(s) within twenty (20) calendar days after the fact finding hearing. The Employer and the Union shall immediately accept the fact finder's recommendation(s) or shall, within five (5) days, submit the fact finder's recommendation(s) to the governing body and members of the certified Employee organization for acceptance or rejection. If the dispute continues seven (7) days after the fact finder's report is submitted, said report shall be made public by the Public Employment Relations Board. Said fact finder's expenses and service charges are to be shared equally between the parties.

#### **C. Arbitration**

After a fact finder has served and made written recommendations and findings to the stipulated parties, and the parties are still unable to reach an agreement on said mandatory negotiable impasse item(s), within ten (10) work days after each party has received the fact finder's written findings of fact and recommendations, either party may submit said mandatory negotiable impasse item(s) to final offer arbitration by notice in writing to the other party of intent to arbitrate. The parties shall attempt to agree upon a single arbitrator.

## Article 9 - continued

If agreement on the arbitrator is not reached within three (3) days after the call for final offer arbitration, either party may request a list of five (5) arbitrators from the Public Employment Relations Board or Federal Mediation and Conciliation Service. The parties requesting arbitration shall be given the opportunity to strike the first name with each party alternately striking names thereafter. The person whose name remains shall be the arbitrator.

The Employer and the Union shall submit to the arbitrator within five (5) days of notification by the arbitrator, a final offer on each specific mandatory impasse item. Each party shall also submit a copy of a draft of the proposed collective bargaining agreement to the extent to which agreement has been reached.

The arbitrator shall conduct necessary hearings, examine documents and witness to whatever extent necessary to reach a decision. The decision(s) of the arbitrator shall be final and binding on both parties. The arbitrator shall be requested to furnish such decision(s) not later than thirty (30) days from the beginning of the proceedings. The arbitrator shall not compromise nor alter any of the items in any final offer as submitted.

In the impasse Procedure where the words "mandatory negotiable impasse item(s)" appear, this refers to the specific list of such items covered under Section 9 (Scope of Negotiations) of the Act.

### **D. Costs**

The fees and expenses of the arbitrator will be paid equally by the parties. Compensated time is not applicable to the mediation, fact finding and arbitration procedures. It is stipulated by both parties and said parties in writing to jointly suggest to a mediator, fact finder and/or arbitrator, that any meetings he conducts will be held outside the normal work day. Each party shall pay its own cost of preparation and presentation for mediation, fact finding and arbitration.

## **Article 10**

### **Health and Safety**

#### **Health**

All new Employees are required to provide medical evidence of physical fitness to perform duties assigned and freedom from communicable disease. Such evidence shall be supplied on a form provided by the Employer and completed by a licensed physician of the Employee's choice. Continuing Employees shall have a physical examination every three (3) years, with the exception of Bus Drivers. Bus Drivers are required to have a physical every two years including a TB test. Exceptions to this would be if the Medical Examination Report requires a Bus Driver to have another examination before the end of the second year. The Employer will pay up to Eighty Dollars (\$80.00) for the 2005-2009 school years.

#### **Safety**

It is the Employer's intent to provide a safe and healthful place of employment for all Employees. All Employees shall endeavor to be alert for unsafe conditions, equipment and practices, and to report these to their immediate supervisor.

Employees shall observe all rules and regulations established by the Employer for the protection of life, limb and health, and for the preservation of School District property.

Safety equipment and protective clothing (excluding uniforms) required by the Employer will be provided.

## **Article 11**

### **Leaves of Absence**

#### **A. Procedure**

1. Employees must complete and sign a request for approval for absence from duties on a designated form provided by the Employer for all absences except illness.
2. An Employee returning to duty after any approved leave will sign a form provided by the Employer verifying the type of leave and number of days used.
3. If an Employee of the District works two separate jobs within the District, and the Employee is absent from work on authorized paid leave, the District will pay the Employee and deduct from the appropriate leave account the actual hours the Employee was scheduled to work on that day.

#### **B. Sick Leave**

The Employer will grant sick leave for medically related disabilities in the following amounts:

the first year of employment	- 12 work days
the second year of employment	- 13 work days
the third year of employment	- 13 work days
the fourth year of employment	- 13 work days
the fifth year of employment	- 14 work days
the sixth and subsequent years of employment	-15 work days

If an Employee of the District works two separate jobs within the District, and the Employee is absent from work on authorized paid leave, the District will pay the Employee and deduct from the appropriate leave account the actual hours the Employee was scheduled to work on that day.

The above amounts shall only apply to consecutive years of employment in the Southeast Polk School District and unused portions shall be cumulative to 120 days. Sick leave cannot be used where deferment of treatment of medical service would be possible at a time other than during the Employee's regular duty hours. The minimum amount of sick leave that can be granted is one-half (1/2) work day (except for Employees regularly scheduled for 4 hours or less work per day — for these Employees the minimum amount of sick leave will be their regularly scheduled daily hours. For bus drivers, because of their split shifts, the minimum amount of sick leave shall be the hours of the affected shift). Employees claiming sick leave may be required by the Employer to file a certificate signed by a member engaged in the healing arts licensed by a state government which states the extent and nature of the illness or injury and states that the Employee was incapacitated for work for period of his/her absence. It shall be the Employee's responsibility to notify the Employer at the earliest reasonable time possible so as to allow adequate time to secure a substitute. An Employee shall be given a copy of written accounting of accumulated sick leave days no later than October 31 each year.

## Article 11 – Leaves of Absence - continued

### **C. Bereavement Leave**

In the case of the death of Employee's spouse, child, sister, brother, parent, or grandchild, he/she shall be granted permission to be absent from duty by the Superintendent or his designated representative for as many days, not to exceed five (5) consecutive work days per occurrence, for attendance at the funeral and for any other purposes directly arising out of said death, but shall not be permitted to use said leave for any other purposes, and no deduction of pay shall be made for the days of absence so granted. In the event of the death of the Employee's grandmother, grandfather, brother-in-law, sister-in-law, daughter-in-law, son-in-law, father-in-law, or mother-in-law up to three (3) consecutive workdays per occurrence with pay will be granted. Bereavement leave is not cumulative. In the event of the death of distant relative or friend, one (1) day per year with pay will be granted. Bereavement leave is not cumulative. It shall be the Employee's responsibility to notify the Employer of the need for such leave at the earliest reasonable time possible so as to allow adequate opportunity to secure a substitute.

### **D. Personal Leave**

Two days per year, accumulating to three (3), shall be granted for personal purposes including, but not limited to, accompanying a spouse on a business trip, religious observances, or any other personal purpose. No personal leave for less than one-half (1/2) day will be granted. The Employer may grant an Employee upon request unpaid leave equal to the number of personal days, minus one. The day before or immediately following a regular scheduled vacation or holiday period, during the first or last week of school, or during inclement weather when school is in session, may not be used for Personal Leave. The Employer may grant this leave before or after vacation or holiday for extenuating circumstances. Requests for Personal Leave must be made at least one working day in advance.

### **E. Family Illness**

In the event that a member of the Employee's immediate family (spouse, child, parent, grandchild, brother or sister, in-law) is ill, the Employee may use up to three (3) days per year. Days used will be deducted from the accumulated sick leave (section B above).

### **F. Jury Duty Leave**

An Employee required to serve as a juror shall receive his/her regular wages. In order to receive payment for such duty, the Employee must submit certification of service and assign all fees, except mileage and parking, received for such duty to the Employer. When released from duty during working hours in the A.M., the Employee will report to work and work the P.M. schedule.

Article 11 - continued

**G. Unpaid Leave**

1. In the event that an Employee requests a leave of absence from work without pay, said request shall be made in writing on an Employer-approved form stating reason(s) for the leave and sent to the Superintendent. The Superintendent will consider each request on its individual merits and render his decision within twenty (20) calendar days. Said leave may be granted for up to six (6) months at the discretion of the Superintendent. Requests for renewal of leave periods will be considered and the Employer will decide whether such extension will be granted.
2. An Employee who is elected or appointed as an official of the Union shall, upon written request of the Employee, be granted a leave of absence, without pay, for the term of the office, not to exceed one (1) year. Request for said leave shall be submitted to the Employer twenty (20) days in advance. No more than one (1) person from the bargaining unit may be on such unpaid leave as an elected or appointed official at any time. No fringe benefits will be paid or provided by the Employer during said leave and the Employee's seniority will be frozen. Duly elected delegates or alternates to Union conventions shall be granted time off work to attend said conventions. The time off work shall not exceed five (5) working days per year and said time off is without pay. Request for said leave will be submitted to the Employer ten (10) days in advance. No more than two (2) Employees from the bargaining unit will be off work at any time as delegates or alternates to union conventions. Union Leave will not be granted if it would substantially deter the operational efficiency of the School District or a satisfactory replacement cannot be found.
3. Parental leave for the Employee to care for their child may be granted by the Employer, providing a satisfactory replacement can be obtained, for a period of time not to exceed two semesters. If said request is granted, no leave pay (including sick leave), salary or other benefits will be paid by the Employer. If the Employee desires to continue insurance coverage(s) during said leave period, he/she will pay the full premium(s).



## **Article 12**

### **Vacations**

Only regular full time contracted twelve (12) month Employees are eligible for paid vacation. An Employee hired specifically for summer work in another job classification outside their regular job classification is not eligible for vacation.

Earned vacation may be taken any time during the contract year upon Employer approval. In the month of April of each year, eligible Employees shall indicate on a form provided by the Employer when they desire to take their earned vacation. The Employer will schedule all vacations, after receiving the requests of the Employees. If the Employer determines that the nature of the work makes it necessary to limit the number of Employees on vacation at the same time, the Employee with the greater seniority shall be given his/her choice of vacation period in the event of any conflict over vacation periods.

Vacation days earned during one (1) contract year must be taken off work before the end of the immediately following contract year.

Eligible Employees can qualify for vacation time and pay based upon their continuous service as of the July 1 cutoff date of each contract year. Said schedule is as follows:

As of July 1 cutoff	Vacation Time and Pay
Less than 6 months	None
6 months to 1 year	5 working days
1 year through 7 years	10 working days
8 years through 14 years	15 working days
15 years through 20 years	15 working days, plus one (1) working day for each year of completed service above 16 years, up to a maximum of twenty (20) working days

If a recognized paid holiday occurs during the calendar week in which a vacation is taken by an Employee, the Employee's vacation period shall be extended by a number of work days equal to the number of paid holiday days.

In the event an Employee is called in to work while on vacation, he/ she will be paid time and one-half (1 1/2) his/her regular hourly rate for the time worked, and the Employee will receive another day of vacation time off work. If a recognized paid holiday falls within an Employee's vacation period, said holiday counts as time worked for purposes of computing overtime.

All eligible Employees, who are laid off, discharged, retire or resign prior to taking his/her vacation shall be compensated for earned vacation unused by the employee at the time of separation. Vacation pay will be prorated on a full month worked basis.

Vacation will be paid for as if the Employee has worked his/her regular schedule.

## **Article 13**

### **Holidays**

#### **Holidays Recognized and Observed**

Twelve (12) month contracted Employees, which includes only Mechanics, Warehousemen, twelve (12) month Secretaries and Custodians, if they qualify, are eligible for the following nine (9) recognized paid holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving, Christmas Day, the Day before or the Day after Christmas, the Friday of Spring Vacation.

Ten (10) month contracted Employees, which includes only Library Clerks, and Secretaries, if they qualify, are eligible for the following five (5) recognized paid holidays: New Year's Day, Memorial Day, Labor Day, Thanksgiving Day, Christmas Day.

Part-time Employees (Cooks, Bus Drivers, Teacher Aides, and part-time Custodians) that work one hundred eighty (180) days per year and twenty (20) hours or more per week, if they qualify, are eligible for the following three (3) recognized paid holidays: Labor Day, Thanksgiving Day, the Friday of Spring Vacation.

Any Employee on leave of absence or layoff is not eligible for holiday pay. Employees eligible for holiday pay shall receive compensation therefore equivalent to their one (1) day's pay. In the event an eligible Employee works on a recognized paid holiday, he/she shall be paid at the rate of time and one-half (1 1/2) his/her applicable rate for all hours worked on said holiday in addition to his/her holiday pay.

## **Article 14**

### **Insurance**

- A. The Employer agrees to provide each full-time Employee who works thirty (30) hours or more per week with the following coverages. Said coverage will be comparable to the coverage in effect on October 1, 1986, unless specifically mentioned otherwise in this Article. The selection of the insurance carrier(s) will be made by the Employer.
1. Health
    - a. Single

The Employer will pay to the carrier the single health coverage monthly premium. Note: Eligible part-time employees working twenty (20) hours or more who were hired prior to July 1, 1987, will continue receiving their current benefit. Said plan will contain \$200 per calendar year (\$400 maximum for family per calendar year) deductible, waived for specified surgeries and pre-admission testing on an out-patient basis. Employees will have the following plan coverage:

PPO 200/400 Deductible

As of July 1, 1998, the only insurance option for new Employees will be a PPO. Employees hired prior to July 1, 1998, and are currently enrolled in the HSM plan will be able to continue on the same plan or a plan comparable in coverage.
    - b. Family

Beginning July 1, 2005, the Employer will pay to the carrier for all qualified full-time twelve (12) month Employees a maximum of Three Hundred thirty Five Dollars (\$335) per month, Three Hundred fifty Dollars (\$350) per month for the 2006-2007 school year, Three Hundred sixty-five Dollars (\$365) per month for the 2007-2008 school year, Three Hundred eighty Dollars (\$380) per month for the 2008-2009 school year, for said dependent coverage.
  2. Dental

The Employer will pay to the carrier for all qualified full-time twelve (12) month and other eligible Employees a maximum of Fifteen Dollars (\$15) per month toward the cost of the premium for single dental insurance.
  3. Vision

The Employer will pay to the carrier a maximum of Five Dollars (\$5.00) per month toward the cost of the premium for single vision insurance beginning the 2003-2004 school year.

Article 14 - continued

4. Term Life

The Employer will pay to the carrier the monthly premium cost of Term Life Insurance, not to exceed \$25,000 coverage for all regular full-time Employees scheduled to work thirty (30) hours per week or more and thirty-nine (39) weeks per year or more.

5. Income Protection (Disability) Insurance

The Employer will pay to the carrier the full payment of the premium cost for Income Protection (Disability) Insurance coverage to age 65 for all regular full-time ten (10) and twelve (12) month contract Employees; however, Employees scheduled to work less than thirty-nine (39) weeks in an employment year are not eligible for Income Protection coverages. Said benefits will not begin prior to ninety (90) calendar days of disability and will be based on the Employee's salary in effect at the time the disability occurred.

6. Flexible Benefit Plan

The Employer will provide a Flexible Benefit option which is in accordance with IRS Code (Section 125) for insurance premium payments, dependent care payments, medical payments, and any other IRS approved payments.

- B. In the event that an Employee is absent from work because of personal illness or injury, and said Employee's accumulated sick leave has been exhausted, the insurance premium(s) now paid by the Employer as mentioned in this Article will continue to be paid by the Employer throughout the balance of the current contract year.

For an Employee on paid leave of absence, excluding Employee(s) receiving income protection (disability), the Employer will continue to pay the obligated insurance premium(s) as mentioned in this Article. When an Employee is on an unpaid leave of absence, the entire insurance premium(s) will be paid for by the Employee, if he/she desires that the coverage be continued.

**Article 15**  
**Laundry Allowance**

The Employer will reimburse a food service Employee five dollars (\$5.00) per occurrence to an Employee that has been directed by his/her supervisor to launder job related school items at home.

**Article 16**  
**License Allowance**

Employees required to have a valid chauffeur's license during their first four years of service will pay the full cost of said license. After four years of service, the Employer will pay a maximum of \$75.00 toward the cost of the chauffeur's license renewal fee if required for employment. The District will pay for S-Endorsement for qualifying Employees.

### Job Classifications and Minimum Straight Time Hourly Wage Rates

Category/Step	2005-06	2006-07	2007-08	2008-09
<b>Day Custodian</b>				
New Hire/Six Month .....	\$12.39	\$12.99	\$13.49	\$113.99
Base Pay .....	\$14.87	\$15.47	\$15.97	\$16.47
<b>Night Custodian</b>				
New Hire/Six Month .....	\$12.61	\$13.21	\$13.71	\$14.21
Base Pay .....	\$15.15	\$15.75	\$16.25	\$16.75
<b>Hourly Custodian</b>				
New Hire/Six Month .....	\$11.21	\$11.71	\$12.21	\$12.71
Base Pay .....	\$13.20	\$13.70	\$14.20	\$14.70
<b>Maintenance</b>				
New Hire/Six Month	\$14.54	\$15.04	\$15.54	\$16.04
Base Pay	\$17.22	\$17.72	\$18.22	\$18.72
<b>Mechanic</b>				
New Hire/Six Month .....	\$14.64	\$15.24	\$15.74	\$16.24
Base Pay .....	\$17.32	\$17.92	\$18.42	\$18.92
<b>Food Service</b>				
New Hire/Six Month .....	\$10.19	\$10.69	\$11.19	\$11.69
Base Pay .....	\$12.03	\$12.53	\$13.03	\$13.53
<b>Secretary</b>				
New Hire/Six Month .....	\$10.91	\$11.41	\$11.91	\$12.41
Base Pay .....	\$12.59	\$13.09	\$13.59	\$14.09
<b>Library Clerk</b>				
New Hire/Six Month .....	\$10.91	\$11.41	\$11.91	\$12.41
Base Pay .....	\$112.59	\$13.09	\$13.59	\$14.09
<b>Teacher Aide</b>				
New Hire/Six Month .....	\$10.19	\$10.69	\$11.19	\$11.69
Base Pay .....	\$12.03	\$12.53	\$13.03	\$13.53
<b>Health Aide</b>				
New Hire/Six Month .....	\$10.19	\$10.69	\$11.19	\$11.69
Base Pay .....	\$12.03	\$12.53	\$13.03	\$13.53
<b>Bus Driver</b>				
New Hire/Six Month .....	\$14.14	\$14.64	\$15.14	\$15.64
Base Pay .....	\$16.84	\$17.34	\$17.84	\$18.34

Article – 17 continued

The rate of pay for Field Trips will be Ten Dollars (\$10) per hour. The practice of adding an additional hour for Field Trips will no longer be in effect.

For field trips regarding Bus Driver work, the method of payment will be the same as in the past. Five Dollars (\$5.00) will be allowed for meal reimbursement. Where a Bus Driver lays over away from his/her home domicile, the parties agree that said Driver will not be considered to be on pay status during said layover time. He/she will be returned to pay status when the field trip is resumed. Layover time shall be defined as the time when the bus has been parked until said vehicle is returned to continuation of the field trip. The following volunteer field trips will be excluded from the provisions of this Agreement: summer activities of student swimming lessons, Kids Klub field trips, contracted services from other private sectors, and driving for own activity.

Classified Employees will be paid every two weeks.

All the above job classifications except Food Service, Bus Drivers, and some hourly Custodial/Maintenance Employees will be paid in twenty-four (24) equal payments of regular annual salary. Bus Drivers and Food Service and some hourly Custodial/Maintenance Employees will be paid twice each month, September 15 through June 15 of each contract year.

In addition to the minimum hourly wage rate for the job classifications of regular full-time custodial/maintenance and warehouse Employees, the following premiums will be provided:

Leader	\$400-\$1,200 dependent upon building or responsibility, as Employer determines
Mechanical	\$500-\$1,200 dependent upon position, as Employer determines
Certification	\$75 per certificate to maximum of eight (8), per Employer approval

In addition to the minimum hourly wage rate for the job classification of regular full-time cook Employees, the following premium will be provided: Head Cook . . . \$.75 per hour.

One hundred eighty (180) day Employees that are hired to work during the summer will receive their summer rate of pay plus one dollar (\$1.00) per hour.

After five (5) continuous years of service, an Employee shall receive an additional \$.05 per hour. For every year of continuous service, thereafter, an Employee will receive an additional \$.01 per hour as calculated within the fiscal year of the district.

Should the Employer decide to establish a new job classification, the Employer and the Union shall meet to negotiate an appropriate wage rate for the new classification which shall be in keeping with the existing wage rate schedule.

Article 17 - continued

**Mileage**

Employees who are required by the Employer to use their personal automobile in the performance of their regular duties shall be reimbursed for all such travel at the maximum rate as allowed by the IRS whereby no tax is applied per mile upon submission of an itemized statement. In any unusual circumstances, prior approval should be obtained from the appropriate director in order to receive said mileage reimbursement.

**Out of Classification Pay**

When an Employee is assigned to work out of his/her job classification one (1) day or longer, he/she shall be paid at the rate of the classification to which assigned unless it is lower than his/her normal rate.



## **Article 18**

### **Employee Evaluation Procedure**

#### **A. Notification**

At the beginning of each school year, the appropriate supervisor will review with each Employee under his/her supervision the evaluation procedure, including the criteria for evaluation and the instruments to be used for the evaluation. At the same time each Employee will be made aware of which supervisor will conduct the evaluation. No formal evaluation shall be conducted until this orientation has taken place. It is the intent of the Employer to evaluate all employees fairly.

#### **B. Observation Procedure**

1. During an Employee's probationary period of employment, said Employee shall be observed for evaluation purposes a minimum of at least two (2) times. In subsequent years following the probationary period, the Employee will be evaluated a minimum of one (1) time every three (3) years. These required observations of an Employee shall be conducted with the full knowledge of the Employee. There shall be at least two (2) working days between required observations.
2. These required observations for evaluation purposes will be a minimum of thirty (30) minutes in length.
3. A copy of the written observation for each required observation for evaluation purposes shall be given to the Employee within three (3) working days of the observation and a conference shall be held between the Employee and the supervisor unless circumstances arise beyond the supervisor's control. In such case, the conference will be held within ten (10) working days or the instrument's comments shall become invalid. A copy signed by both parties shall be given to the Employee and the Employer. The Employee's signature does not necessarily mean agreement with the written observation statements, but rather awareness of the content.

#### **C. Response**

1. If, following the conference, the Employee feels his/her written observation statements are incomplete, inaccurate, or unjust, he/she may put objections in writing and have them attached to the written observation statements to be placed in his/her file. The file copy of such objections shall be signed by both parties to indicate awareness of content.
2. If information other than that described above is placed in an Employee's file, the employee must be made aware of the content and may request a copy of the document. If the Employee feels the material is incomplete, inaccurate, or unjust, he/she may put such objections in writing and have a copy attached for placement in his/her file. The file copy shall be signed by both parties to indicate awareness of content.

**Article 19**  
**Continuing Education**

Employees who are required to attend continuing education classes for their employment shall be reimbursed up to \$75.00 per year unless classes are offered by the Employer.

**Article 20**  
**Duration**

This agreement shall become effective on July 1, 2005 and continue in full force and effect without change until midnight, June 30, 2009, and shall automatically renew from year to year.

This Agreement is signed this \_\_\_\_\_ day of \_\_\_\_\_, 2001.

EMPLOYER  
SOUTHEAST POLK COMMUNITY  
SCHOOL DISTRICT

UNION  
AMERICAN FEDERATION OF STATE, COUNTY  
AND MUNICIPAL EMPLOYEES - AFL-CIO

By \_\_\_\_\_  
Chairman, Board of Education

By \_\_\_\_\_  
President

BY \_\_\_\_\_  
Superintendent

By \_\_\_\_\_  
Chief Negotiator

BY \_\_\_\_\_  
Director of Human Resources

By \_\_\_\_\_  
Representative

BY \_\_\_\_\_  
Director of Support Services

By \_\_\_\_\_  
Representative

By \_\_\_\_\_  
Director of Classified Personnel

By \_\_\_\_\_  
Representative

BY \_\_\_\_\_  
Board Secretary

By \_\_\_\_\_  
Representative